

REMARKS

The Office Action dated October 12, 2007, has been received and carefully considered. Claims 1-31 are pending in the application. Claims 12 and 27 have been amended. Claim 12 has been amended to correct a typographical error - adding a “.” to the end of the claim. Claim 27 has been amended to provide more clarity to the claim. Claims 30 and 31 have been added. No new matter has been added. Reconsideration of the outstanding objection and rejections is respectfully requested.

A. Objection to Claim 12

The Office Action objects to claim 12 because “the claim does not end with a period.” Claim 12 has been amended to include a “.” at the end of the claim. Please note that the word “agent” has been included in the claim amendment for the sole purpose of identifying that the claim has been amended to add a period at the end of the claim. Thus, prosecution history estoppel should not apply to amended claim 12. Applicant respectfully submits that the objection is overcome. Withdrawal of the objection to claim 12 is requested.

B. Rejection of Claim 12 under 35 U.S.C. 112, 2nd Paragraph

The Office Action rejects claim 12 under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Specifically, the Office Action recites that:

The claim recites, “the percentage of the agent’s business that is generated by the particular agent”. This phrase is vague and indefinite because one cannot ascertain whether the particular agent and the agent refer to different agent. If the agent doesn’t generate the agent’s business, why is it called “the agent’s business”?

Office Action, p. 2. (Emphasis in original). The Office Action further recites that:

Claim 12 also contains the phrase, “position rank of the particular agent”. Does this limitation refer to a job position, the ranking place (i.e., first, second, etc.) of various agents, or perhaps a grade level within a given position (such as, Engineer I, Engineer II, etc.)?

Office Action, p.2. Claim 12 is amended and now recites that “The method of claim 11, wherein the agent score of a particular agent is based on conversion of leads to sales by the particular agent, the percentage of the agent's business that is generated by that particular agent,

and position rank, based on agent scores, of the particular agent.” As a result of the amendments to claim 12, the rejection is rendered moot. Withdrawal of the rejection of claim 12 is requested.

C. Claims 1, 4, 6, 7, 10, 11, 13-17, 20-22, 24, & 26 Rejected under 35 U.S.C. 102(e)

Claims 1, 4, 6, 7, 10, 11, 13-17, 20-22, 24, and 26 stand rejected under 35 U.S.C. 102(e) as being anticipated by U.S. Patent 6,850,895 to Brodersen *et al.* (“Brodersen”). This rejection is traversed.

Under 35 U.S.C. § 102, the Patent Office bears the burden of presenting at least a prima facie case of anticipation. As stated in MPEP § 2131, “[a] claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” Verdegaal Bros. v. Union Oil Co. of California, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987).

Brodersen does not disclose “A method of assigning sales leads in a network environment, the sales leads relating to persons interested in effecting a purchase, the method comprising: obtaining a lead, the lead including lead information relating to a person interested in effecting a purchase; loading the lead into a lead processing portion; determining if the lead is auto-assignable; assigning the lead to a sales agent; and outputting the lead information over the network environment to a lead distribution portion, so as to be accessible to the sales agent.” as recited in claim 1 of the present application. (Emphasis added).

In Brodersen, a lead is auto-assignable if an auto-assignable option is selected. For example, “the assignment engine will either assign the highest scoring employee or display the a ranked list of employees, depending on whether the Auto-Assign option is specified for the user form the Options dialog. If auto-assign is not selected, the first user’s row (with the highest total score) will be highlighted and the Pick button will be selected, so the user only needs to press Enter to select the most likely candidate.” *Brodersen*, Col. 13, ll. 3-10. Thus, Brodersen makes a “yes/no” decision based on whether the auto-assign option is selected.

In contrast, claim 1 of the present application determines “if the lead is auto-assignable” - this is not a simple “yes/no” decision. The determination is based on the lead itself. For example, in step 300 of Figure 5 of the present application, “the process determines if the lead is an auto-assignable lead. That is, the process determines whether the lead is capable of being assigned automatically.” [0113] of US 2004/0143473 (the printed patent application). This step is further detailed in Figure 6 of the present application in which one or more criteria are used to

determine if the lead is capable of being auto-assigned. For example, at step 302 - "Is the lead a non-assignable lead type, (e.g. AGL)?," at step 304 - "Is the lead coming from telemarketing with an appointment and not assigned to an agent?," at step 306 - "Has the lead been transferred from one region to another?," and at step 308 - "If B-lead, has the 'resurrection date' been reached?" See [0119] - [0122] of US 2004/0143473. Thus, in claim 1, a determination is being made whether a lead is auto-assignable. Specifically, the determination is being on the lead itself.

Therefore, Brodersen does not disclose "determining if the lead is auto-assignable." (Emphasis added). Brodersen auto-assigns a lead if the auto-assign option is selected which has nothing to do with the lead itself. In contrast, claim 1 of the present application determines if the lead is auto-assignable based on the lead itself. As a result, the Office Action fails to present a the *prima facie* case of anticipation since Brodersen fails to disclose each and every element of claim 1. Thus, claim 1 of the present application is not anticipated by Brodersen. Since, claim 26 recites a "lead processing portion determining if the lead is auto-assignable," claim 26 is patentable over Brodersen for the same reasons recited above with respect to claim 1.

Regarding claim 4, Brodersen does not disclose "determining if the lead is auto-assignable includes determining if the lead is associated with an appointment set by a lead call center" as recited in claim 4 of the present application. The Office Action asserts Figure 6 and column 6, lines 54-59 of Brodersen as disclosing the limitations of claim 4. The asserted section recites that "The scheduling options and modules with the assignment manager method and system of our invention provide the option to automatically create a calendar activity for the scheduled assignment. The calendar activity is based on the earliest availability (within the constraints for the assignment rule) for the selected employee or position." *Brodersen*, Col. 6, ll. 54-59. The scheduling option of Brodersen does not relate to the determination of whether a lead is auto-assignable. As discussed above, the auto-assign option of Brodersen is based on a selected feature and is not determined "if the lead is associated with an appointment." Thus, Brodersen does not disclose each and every element of claim 4.

Regarding claim 7, Brodersen does not disclose "wherein the assigning the lead to a sales agent further includes determining the number of leads that a particular agent has received in a current time period" as recited in claim 7 of the present application. The Office Action asserts column 9, lines 36-49 as disclosing the limitations of claim 7. The asserted section recites that:

A further aspect of the "Assignment Rules" is the "Additional Time Requirement" (numeric, in minutes)—which captures the additional transit time required for the scheduled task or activity. Although the task duration is passed when the Assignment Manager is invoked and the duration is used in creating a calendar activity, the additional time requirement, if specified, when combined with the duration indicates the total time that must be available for assignment. The total time must be available on the assignees calendar within the standard business hours for the employee and/or organization (system and user level preferences) This choice is only relevant if the check calendar checkbox is selected.

Brodersen, Col. 9, ll. 36-49. This asserted section discloses the total time needed for a task and is not related to the number of leads a particular agent has received in a given time period (e.g., a week, a month, a quarter). Thus, *Brodersen* does not disclose each and every element of claim 7.

Regarding claim 13, *Brodersen* does not disclose "wherein two agents have the same agent score, randomly assigning the lead between such two agents" as recited in claim 13 of the present application. The Office Action asserts column 3, lines 53-60 as disclosing the limitations of claim 13. The asserted section recites that:

In a further aspect of the method of the invention a list of assignees is generated based upon one or more of: (i) keeping all candidates with an assignment score greater then or equal to the assignment rules' minimum score; (ii) keeping all candidates having an attribute meeting the assignment rule; (iii) choosing a random candidate meeting the assignment rule; and (iv) choosing the candidate having the highest assignment score.

Brodersen, Col. 3, ll. 53-60. This asserted section discloses different selection methods of selecting a candidate to handle a lead and does not disclose how a sales agent is selected for a lead in the event two agents have the same score. Thus, *Brodersen* does not disclose each and every limitation of claim 13.

Regarding claim 16, *Brodersen* does not disclose "wherein the lead information includes information regarding endorsements associated with the lead and the territory to which the lead is associated" as recited in claim 16 of the present application. The Office Action asserts column 5, lines 62-67 as disclosing the limitations of claim 16. The asserted section recites that "Assignment rules may be configured to be mutually exclusive (e.g., exclusive sales territories or customer sets). The assignments may be made to "All" employees or explicit employees or positions. Assignments may be exclusive assignments, such as exclusive territories, or exclusive customer sets." *Brodersen*, Col. 5, ll. 62-67. This asserted section only discloses "territories"

and fails to disclose “endorsements.” Thus, Brodersen does not disclose each and every limitation of claim 16.

Regarding claim 17, this claim is dependent on claim 16. Since, Brodersen does not disclose each and every element in claim 16, Brodersen cannot disclose each and every limitation in claim 17.

Regarding claims 20 and 24, Brodersen does not disclose “wherein the lead processing portion, subsequent to loading the lead, outputs leads for assignment in waves, the waves including at least a first wave of leads that is assigned prior to subsequent waves of leads, wherein the lead processing portion determines in which wave a lead is assigned based on the lead information” nor “wherein the lead processing portion assigns B-leads to the subsequent waves” as recited in claims 20 and 24 of the present application. The Office Action asserts column 12, lines 2-13 as disclosing the limitations of claims 20 and 24. The asserted section recites:

The assignment engine may be called with any of the following parameters (some of these parameters may not be passed to the engine, but may just be attributes of the task): Object ID, Batch ID (any object with the specified batch number), Assignment Set (single, all unassigned, all), Object Type, Earliest Date/Time (for the earliest date and time that an employee must have calendar availability for the task), Latest Date/Time (for the latest date and time that an employee must have calendar availability for the task), Duration.

Brodersen, Col. 12, ll. 2-13. This asserted section discloses the use of a “Batch ID” and does not elaborate on how the Batch ID works. For example, the Batch ID can be associated with when the lead is received. In contrast, claims 20 and 24 recite the **lead information** being used to assign a lead to a wave and the waves being assigned at different times. Thus, Brodersen does not disclose each and every limitation of claims 20 and 24. In addition, since claim 22 is dependent on claim 20, claim 24 is patentable over Brodersen since Brodersen does not disclose each and every element in claim 20.

Regarding claims 21 and 22, Brodersen does not disclose “wherein the lead processing portion assigns all endorsed A-leads in the first wave and assigns non-endorsed A-leads in subsequent waves” nor “wherein the lead processing portion assigns B-leads to the subsequent waves” as recited in claims 21 and 22 of the present application. The Office Action asserts column 5, lines 62-67 and column 8, lines 15-19 as disclosing the limitations of claims 21 and 22. These asserted sections recites that “Assignment rules may be configured to be mutually

exclusive (e.g., exclusive sales territories or customer sets). The assignments may be made to "All" employees or explicit employees or positions. Assignments may be exclusive assignments, such as exclusive territories, or exclusive customer sets." *Brodersen*, Col. 5, ll. 62-67, and "This is the case where the task meets specific criteria (e.g., all unassigned service requests, all service requests assigned to a terminated employee, all service requests assigned to an employee who will be out sick or on vacation, all opportunities, etc.)." *Brodersen*, Col. 8, ll. 15-19. These asserted sections do not disclose assigning leads in waves as recited in claims 21 and 22. In addition, claims 21 and 22 are dependent on claim 20, thus claims 21 and 22 are patentable over *Brodersen* for the reasons recited above with respect to claim 20.

For at least these reasons, independent claims 1 and 26, as well as dependent claims 2-25, 27, and 28, respectively, are patentable over the applied art. Withdrawal of the rejection of claims 1, 4, 6, 7, 10, 11, 13-17, 20-22, 24, and 26 is requested.

D. Rejection of Claims 2 & 27 under 35 U.S.C. 103(a)

Claims 2 and 27 stand rejected under 35 U.S.C. 103(a) as being unpatentable over *Brodersen* in view of U.S. Publication 2003/0229504 to Hollister ("Hollister"). Since claims 2 and 27 are dependent on allowable independent claims 1 and 26, respectively, and since Hollister does not cure the deficiencies of *Brodersen* with respect to claims 1 and 26, dependent claims 2 and 27 are allowable as well. Therefore, the undersigned representative will not address the arguments with respect to these claims and reserves the right to address these arguments at a later time. Withdrawal of the rejection of claims 2 and 27 is requested.

E. Rejection of Claims 3, 18, & 19 under 35 U.S.C. 103(a)

Claims 3, 18, and 19 stand rejected under 35 U.S.C. 103(a) as being unpatentable over *Brodersen* in view of U.S. Patent 6,850,895 to Melchione *et al.* ("Melchione"). Since claims 3, 18, and 19 are dependent on allowable independent claim 1 and since Melchione does not cure the deficiencies of *Brodersen* with respect to claim 1, dependent claims 3, 18, and 19 are allowable as well. Therefore, the undersigned representative will not address the arguments with respect to these claims and reserves the right to address these arguments at a later time. Withdrawal of the rejection of claims 3, 18, and 19 is requested.

F. Rejection of Claims 5, 8, 9, 23, 25, & 28 under 35 U.S.C. 103(a)

Claims 5, 8, 9, 23, 25, and 28 stand rejected under 35 U.S.C. 103(a) as being unpatentable over *Brodersen* in view of U.S. Patent 7,047,206 to Schultze (Schultze"). Since

claims 5, 8, 9, 23, 25, and 28 are dependent on allowable independent claims 1 and 26, respectively, and since Schultze does not cure the deficiencies of Brodersen with respect to claims 1 and 26, dependent claims 5, 8, 9, 23, 25, and 28 are allowable as well. Therefore, the undersigned representative will not address the arguments with respect to these claims and reserves the right to address these arguments at a later time. Withdrawal of the rejection of claims 5, 8, 9, 23, 25, and 28 is requested.

G. Rejection of Claims 12 & 27 under 35 U.S.C. 103(a)

Claims 12 and 29 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Brodersen in view of Schultze in view of Hollister. Since claim 12 is dependent on allowable independent claim 1 and since neither Schultze nor Hollister cure the deficiencies of Brodersen with respect to claim 1, dependent claim 12 is allowable as well. Since claim 29 recites "determining if the lead is auto-assignable," claim 29 is patentable over Brodersen for the same reasons recited above with respect to claim 1. Since neither Schultze nor Hollister cure the deficiencies of Brodersen as recited above with respect to claim 1, independent claim 29 is allowable for at least this reason. Therefore, the undersigned representative will not address the arguments with respect to these claims and reserves the right to address these arguments at a later time. Withdrawal of the rejection of claims 12 and 29 is requested.

H. Provisional Double Patenting Rejection

Claims 1-29 stand provisionally rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claims 1-19 of Application No. 10/602,592, claims 1-20 of Application No. 10/602,593, claims 1-20 of Application No. 10/602,594, and claims 1-25 of Application No. 10/602,707.

The undersigned representative acknowledges this rejection and will submit a terminal disclaimer when the present claims are in condition for allowance, if deemed necessary at that time.

CONCLUSION

The foregoing is submitted as a full and complete Response to the Non-final Office Action mailed October 12, 2007, and early and favorable consideration of the claims is requested. If the Examiner believes any informalities remain in the application which may be corrected by Examiner's Amendment, or if there are any other issues which may be resolved by telephone interview, a telephone call to the undersigned attorney at (703)714-7448 is respectfully solicited.

Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 50-0206, and please credit any excess fees to such deposit account.

Respectfully submitted,

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